

## AGREEMENT

THIS AGREEMENT dated this 11th day of July, 2006, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and PBS&J, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to conduct water quality sampling, Stream Condition Index assessments, sediment sampling, and vegetation surveys at specified sites throughout the County for Leon County's Water Quality Monitoring Program in accordance with the scope of work for Leon County request for proposals number BC-01-18-06-17, said document attached to this Agreement as Exhibit A and the work more fully defined in Tables 1 through 4 contained in Exhibit B; but only to the extent they are not inconsistent with the Agreement.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME

The work to be performed under this Agreement shall be commenced within fifteen (15) days of the Notice to Proceed. The Agreement shall be for a period of fourteen (14) months, commencing on August 1, 2006, and shall continue until September 30, 2007. After the initial fourteen month period, at the sole option of the County, this Agreement may be extended for no more than three additional one year periods. Such one year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's price proposal, Exhibit C, which is attached hereto.

5. PAYMENTS

The County shall make such payments within thirty (30) days of submission and approval of invoice for services.

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BC-01-18-06-176. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

7. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

## A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured will suffice.

## B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

## C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
  - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require the opportunity to inspect complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. PERMITS

The County shall pay for all necessary permits as required by law.

9. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

10. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

11. HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County, its officials, employees, and agents from and against all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or in any way related to this Agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

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12. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the M/WBE Participation Statement included as part of the bid response for this project, except when the County Good Faith Committee approves an exception.

Any "Good Faith Statement" provided by a Contractor shall follow the requirements of the Florida Statutes, and must demonstrate through documentation that every reasonable effort has been made to achieve the requested percentage.

For those M/WBE firms listed in their bid, Contractors shall be responsible for securing proof of their M/WBE certification and providing copies to the County M/WBE Office.

Also required is a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

14. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

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Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

15. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

16. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

17. PROHIBITION AGAINST CONTINGENT FEES

The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working for the architect any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

18. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

19. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

20. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

21. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

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WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

CONTRACTOR

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
President

WITNESS: \_\_\_\_\_ DATE \_\_\_\_\_

(CORPORATE SEAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_, of \_\_\_\_\_,  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally  
(State or place of incorporation)

known to me or has produced \_\_\_\_\_ as identification.  
(type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if Any

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BC-01-18-06-17

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Bill Proctor, Chairman  
Board of County Commissioners

DATE: \_\_\_\_\_

ATTEST:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

By: \_\_\_\_\_

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

REQUEST FOR PROPOSALS  
for  
WATER QUALITY MONITORING SERVICES  
Proposal Number BC-01-18-05-17  
  
BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA

Release Date: December 19, 2005



RFP Title: Request for Proposals for Water Quality Monitoring Services  
Proposal Number: BC-01-18-05-17  
Opening Date: Wednesday, January 18, 2006 at 2:00 PM

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## I. INTRODUCTION

Leon County requests proposals from qualified firms or individuals to conduct water quality sampling, Stream Condition Index assessments, sediment sampling, and vegetation surveys at specified sites throughout the County for Leon County's Water Quality Monitoring Program. The goal of the monitoring plan is to provide Leon County with scientifically defensible information on chemical, physical, and biological characteristics of the County's water bodies. The data collected will be used for a variety of purposes that can be summarized in broad terms as the determination of status and trends in water quality, county wide. Leon County's specific objectives of the waterbody monitoring program are as follows:

- Determine whether water quality at sampling sites exceeds water quality standards.
- Assess the status of water quality in Leon County.
- Provide analytical water quality information that describes present conditions and changes (trends).
- Building a water quality database
- Contribute data to the Florida and EPA STORET (STORAge and RETrieval) system
- Contribute data to the TMDL (Total Maximum Daily Load) program.

Because of the nature of the TMDL program and the stringent standards that the Florida Department of Environmental Protection (FDEP) has on data quality, all of Leon County's documentation requirements are based on FDEP Standard Operating Procedures (SOPs). These SOPs can be viewed on the Bureau of Laboratories Standard Operating Procedures website at: <http://www.dep.state.fl.us/labs/qa/2002sops.htm>.

## II. GENERAL INSTRUCTIONS:

- A. The response to the proposal should be submitted in a sealed addressed envelope to:

*Proposal Number: BC-01-18-05-17  
Purchasing Division  
2284 Miccosukee Road  
Tallahassee, FL 32308*

- B. **An ORIGINAL and five (5) copies of the Response must be furnished on or before the deadline. Responses will be retained as property of the County. The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual, all other copies may be photocopies.**
- C. Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Keith Roberts or Don Tobin at (850) 606-1600; FAX (850) 606-1601; or e-mail at [keith@leoncountyfl.gov](mailto:keith@leoncountyfl.gov) or [tobind@leoncountyfl.gov](mailto:tobind@leoncountyfl.gov). Written inquiries are preferred.
- D. **Special Accommodation:** Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).
- E. Proposers are expected to carefully examine the scope of services, and evaluation criteria and all general and special conditions of the request for proposals prior to submission. Each Vendor shall examine the RFP documents carefully; and, no later than seven (7) calendar days prior to the date for receipt of proposals, he shall make a written request to the Owner

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for interpretations or corrections of any ambiguity, inconsistency, or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications.

Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only those communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

- F. Your response to the RFP must arrive at the above listed address no later than Wednesday, January 18, 2006 at 2:00 PM to be considered.
- G. Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered.
- H. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.
- I. It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE" and may be returned unopened to the vendor.
- J. The County is not liable for any costs incurred by bidders prior to the issuance of an executed contract.
- K. Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- L. The contents of the proposal of the successful firm will become part of the contractual obligations.
- M. Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- N. If you are not submitting a proposal, please return the form attached at the end of the RFP, marked 'No Proposal'.
- O. The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- P. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- Q. Public Entity Crimes Statement: Respondents must complete and submit the enclosed Public Entity Crimes Statement. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit

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bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- R. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters:** The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- S. **Licenses and Registrations:** The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every vendor submitting a bid on this invitation for bids shall include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists. Leon County, Florida-based businesses are required to purchase an Occupational License to conduct business within the County. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Leon County, may also be required to obtain such a license by their own local government entity or by Leon County. For information specific to Leon County occupational licenses please call (850) 488-4735.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

- T. **Audits, Records, And Records Retention**

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any

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said records or documents during the required retention period as specified in paragraph 1 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**U. Monitoring**

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

**V. Local Preference in Purchasing and Contracting**

1. Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
  - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent.
  - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent.
2. Local business definition. For purposes of this section, "local business" shall mean a business which:
  - a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
  - b) Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and

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- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

- 3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

**W. Planholders**

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at <http://www.leoncountyfl.gov/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

**X. Addenda To Specifications**

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.leoncountyfl.gov/purchasing/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

**III. SCOPE OF SERVICES:**

The Scope of Services and Attachment 1 through 8 are attached as a separate document.

**IV. REQUIRED SUBMITTALS:**

- A. Firm name or Joint Venture, business address and office location, telephone number.
- B. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.
- C. Address of the office that is to perform the work.
- D. Federal Identification Tax Number or Social Security Number.
- E. The age of the firm, brief history, and average number of employees over the past five years.
- F. Names and descriptions of major projects for which the firm is presently under contract.
- G. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.

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- H. If the respondent is not a joint venture, list outside consultants anticipated to be used on this project. (You may attach F-254 for consultants, if desired). When listing consultants, give the respective specialty of the firm.
- I. Give brief resume of key persons to be assigned to the project including but, not limited to:
- 1) Name & title
  - 2) Job assignment for other projects
  - 3) Percentage of time to be assigned full time
  - 4) How many years with this firm
  - 5) How many years with other firms
  - 6) Experience
    - a) Types of projects
    - b) Size/scope of projects
    - c) What was the specific project involvement?
  - 7) Education
  - 8) Active registration
  - 9) Other experience and qualifications that are relevant to this project
- J. List the projects which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects, nor projects which were completed more than five (5) years ago.)
- 1) Name and location of the project
  - 2) The nature of the firm's responsibility on this project
  - 3) Project Owner's representative name, address and phone number
  - 4) Project user agency's representative name, address and phone number
  - 5) Date project was completed or is anticipated to be completed
  - 6) Project manager and other key professionals involved and specify the role of each
- N. Describe how you would approach the design of this project, and outline the specific services to be provided.
- O. You shall submit a Sampling and Analysis Plan (Project Proposal). The plan shall include the applicable information contained in the document "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection Under Contract", DEP-QA-002/02. <http://www.dep.state.fl.us/labs/qa/sops.htm>
- P. Show the organization chart as it relates to the project indicating key personnel and their relationship. It should be understood that it is the intent of Leon County to insist that those indicated as the project team in the RFP response actually execute the project.
- Develop a chart of individual staff members to be assigned responsibilities and number of days to be provided for each staff member.
- If a joint venture, indicate how the work will be distributed between the joint venture partners.
- Q. Describe how the team will implement project control systems for time, budget, and quality for this project.
- R. The respondent shall submit documentation of their laboratory(ies) overall quality assurance (QA) philosophy and a narrative description of the in-house QA program as it pertains to the Scope of Services for this solicitation. The narrative should include the frequency of laboratory blanks, sample matrix spikes, laboratory control samples (LCS's), external quality control (QC) checks, etc. The respondent shall submit a summary of all external QA programs in which the respondent participates and the results of the last round of testing.

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- S. Certification Audit Results. Respondents must provide the results of the latest NELAP audit by the Florida Department of Health Laboratory Certification Program. Corrective action responses to the audit must also be provided along with any other associated documented dialog between the laboratory and the Florida Department of Health Laboratory Certification Program.
- T. Custody, Sample Tracking and Record Keeping. Respondents must submit documentation sufficient to demonstrate that their custody requirements comply with NELAC custody requirements. Documentation shall include information pertinent to custody, sample tracking protocols and record keeping capabilities. All custody procedures must be able to withstand legal scrutiny and challenge.
- U. Provide participation information and acknowledgment of the Leon County Minority/Women Business Enterprise and Equal Employment Policies (forms attached).

**V. SELECTION PROCESS**

- A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review all proposals received on time, and select one or more firms for interview based on the responses of each proposer. All meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings. Notice of all meetings shall be posted in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays) and all respondents to the solicitation shall be notified by facsimile or telephone.
- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.
- C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.
- D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.
- E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.
- F. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations:

|       |  |     |
|-------|--|-----|
| 1.    | Past Performance/References .....                          | 20  |
|       | Quality, Completeness of work, Met budget and/or schedule  |     |
| 2.    | Qualifications of staff .....                              | 20  |
|       | Staff Experience in Similar Projects, Technical competence |     |
| 3.    | Project Approach and Quality of Response to RFP .....      | 30  |
| 4.    | Current Workload of Firm .....                             | 5   |
| 5.    | Consultants .....  | 5   |
| 6.    | References .....   | 5   |
| 7.    | Minority Business Enterprise Participation .....           | 10  |
| 8.    | Local Preference .....                                     | 5   |
| Total | .....  | 100 |

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## VI. INDEMNIFICATIONS:

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

The Firm shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project previously reviewed by the Firm that is found to be defective or not in accordance with the Contract Document and provisions of this agreement as a result of negligent act, error or omission on the part of the Firm, its agents, servants, or employees. The Firm shall be given a reasonable opportunity to correct any deficiencies.

## VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

### A. Minority/Women Business Enterprise Requirements

It is the policy of the Leon County Board of County Commissioners to institute and maintain an effective Minority/Women Business Enterprise Program. This program shall:

1. Eliminate any policies and/or procedural barriers that inhibit M/WBE participation in our procurement process.
2. Established goals designed to increase M/WBE utilization.
3. Provide increased levels of information and assistance available to M/WBEs.
4. Implement mechanisms and procedures for monitoring M/WBE compliance by prime contractors.

Each bidder is strongly encouraged to secure M/WBE participation through purchase of those goods or services to be provided by others. Firms responding to this RFP are hereby made aware of the County's goals for M/WBE utilization. Respondents should contact Gary W. Johnson, Leon County M/WBE Director, at phone (850) 606-1650; fax (850) 606-1651 for additional information. Respondents must complete and submit the attached Minority/Women Business Enterprise Participation Plan form. **Failure to submit the form will result in a determination of non-responsiveness for your proposal.** As a part of the selection process for this project, the ranking procedure will provide a maximum of ten (10) percent of the total score where M/WBE's are used as follows:

| <u>M/WBE Participation Level</u>  | <u>Points</u> |
|---|---------------|
| The respondent is certified as a Minority/Woman Business Firm with Leon County, as defined in the County's M/WBE policy.  | 10            |
| The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority/women business firms/individuals.            | 8             |
| The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use. | 6             |



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**B. Equal Opportunity/Affirmative Action Requirements**

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

**VIII. INSURANCE**

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

**1. Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

**2. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**3. Other Insurance Provisions** The policies are to contain, or be endorsed to contain, the following provisions:

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- a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
  1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
  4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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**IX. TRAVEL EXPENSES**

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator

**X. ETHICAL BUSINESS PRACTICES**

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

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## PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts, Purchasing Director

Bill Proctor, Chairman  
Leon County Board of County Commissioners

This bid response is submitted by the below named firm/individual by the undersigned authorized representative.

|                  |                                      |
|------------------|--------------------------------------|
|                  | _____<br>(Firm Name)                 |
| BY               | _____<br>(Authorized Representative) |
|                  | _____<br>(Printed or Typed Name)     |
| ADDRESS          | _____<br>_____                       |
| CITY, STATE, ZIP | _____                                |
| TELEPHONE        | _____                                |
| FAX              | _____                                |

### ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

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**STATEMENT OF NO PROPOSAL**

We, the undersigned, have declined to respond to the above referenced RFP for the following reasons:

- ☐ We do not offer this service
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications
- ☐ Others (Please Explain)

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We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

Company Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Name (Print/Type) \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
FAX No. \_\_\_\_\_

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**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Leon County Board of County Commissioners  
by \_\_\_\_\_  
[print individual's name and title]  
for \_\_\_\_\_  
[print name of entity submitting sworn statement]  
whose business address is: \_\_\_\_\_  
\_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_).
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime: or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact

business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
NOTARY PUBLIC

Notary Public - State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary public

## MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

RESPONDENT \_\_\_\_\_

| <u>MBE Participation Levels</u>   | <u>Points</u> |
|---|---------------|
| _____ The respondent is certified as a Minority/Woman Business Firm with Leon County, as defined in the County's M/WBE policy.  | 10            |
| _____ The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority/women business firms/individuals.            | 8             |
| _____ The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use. | 6             |

M/WBE firms and subcontractors must be certified by the City of Tallahassee or Leon County to qualify for M/WBE participation credit. Please provide the following information for each M/WBE. Please indicate minority groups by using the corresponding letters: African American (B), Asian American (A), Hispanic American (H), Native American (N) and Non Minority Female (F). **You must submit proof of certification with your proposal.** Attach additional sheets as necessary.

| <u>Name, Address, and Phone</u> | <u>Materials/Services</u> | <u>Amount</u> | <u>Group</u> |
|---------------------------------|---------------------------|---------------|--------------|
| _____                           | _____                     | _____         | _____        |
| _____                           | _____                     | _____         | _____        |
| _____                           | _____                     | _____         | _____        |
| _____                           | _____                     | _____         | _____        |
| _____                           | _____                     | _____         | _____        |
| _____                           | _____                     | _____         | _____        |
| _____                           | _____                     | _____         | _____        |
| _____                           | _____                     | _____         | _____        |
| _____                           | _____                     | _____         | _____        |

Total Value of M/WBE Participation: \$ \_\_\_\_\_  
 Total Project Base Bid: \$ \_\_\_\_\_  
 M/WBE Participation as % of Total Base Bid: \_\_\_\_\_%

The vendor acknowledges the Leon County M/WBE policy and the provisions specified for this RFP. If applicable, vendor certifies that the above list of minority vendors and the respective contract amounts and percentages of the total bid are accurate.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



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### EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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**INSURANCE CERTIFICATION FORM**

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A.. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Commercial General  
Liability:

Indicate Best Rating: \_\_\_\_\_  
 Indicate Best Financial Classification: \_\_\_\_\_

Business Auto:

Indicate Best Rating: \_\_\_\_\_  
 Indicate Best Financial Classification: \_\_\_\_\_

Professional Liability:

Indicate Best Rating: \_\_\_\_\_  
 Indicate Best Financial Classification: \_\_\_\_\_

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Indicate Best Rating: \_\_\_\_\_  
 Indicate Best Financial Classification: \_\_\_\_\_

If answer is NO, provide name and address of insurer:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Is the Respondent able to obtain insurance in the following limits (next page) for this professional services agreement?

☐ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

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Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -  
General Liability & Automobile Liability

Primary and not contributing coverage-  
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General  
Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,  
Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name \_\_\_\_\_  
Typed or Printed

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_  
(Company Risk Manager or Manager with Risk Authority)

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
And OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor/Firm

\_\_\_\_\_  
Address

# LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the County, and, if applicable, the City of Tallahassee (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

|  |  |                         |
|--|--|-------------------------|
| Business Name:   |  | Phone:                  |
| Current Local Address:   |  | Fax:                    |
| If the above address has been for less than six months, please provide the prior address.  |  |                         |
| Length of time at this address   |  |                         |
| Number of Employees and hours worked per week by each:   |  |                         |
| Name and Address of Owner(s) who reside in Leon County and who in total own at least 50% or more of the business. Attach additional sheets as necessary. |  | Percentage of Ownership |
| 1.   |  |                         |
| 2.   |  |                         |

\_\_\_\_\_  
 Signature of Authorized Representative  
 STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
 Date

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 By \_\_\_\_\_, of \_\_\_\_\_,  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)  
 a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me  
(State or place of incorporation)  
 or has produced \_\_\_\_\_ as identification.  
(type of identification)

\_\_\_\_\_  
 Signature of Notary  
 \_\_\_\_\_  
 Print, Type or Stamp Name of Notary  
 \_\_\_\_\_  
 Title or Rank  
 \_\_\_\_\_  
 Serial Number, If Any

**Return Completed form with supporting documents to:**

**Leon County Purchasing Division  
 2284 Miccosukee Road  
 Tallahassee, Florida 32308**

## EXHIBIT B, TABLE 1

Table 1. Stations that require SCL (yearly) and water chemistry (quarterly) sampling.

| Nick Name          | Station_ID     | Station Description                  | Latitude    | Longitude    |
|--------------------|----------------|--------------------------------------|-------------|--------------|
| 43                 | LCOC3032584638 | Black Creek @ 375                    | 30.32555000 | -84.69391667 |
| 53                 | LCSM3032684147 | Chicken Branch @ Old Plank           | 30.32595000 | -84.14791000 |
| 11                 | LCLM3061484019 | Dry Creek @ Old Magnolia Road        | 30.6141172  | -84.01928054 |
| 50                 | LCNF3031384393 | Fisher Creek below Springhill Rd     | 30.31333330 | -84.39333300 |
| 44                 | LCOC3038884584 | Freeman Creek @ 267                  | 30.38861000 | -84.58441000 |
| 39                 | LCOC3041384551 | Harvey Creek @ 20                    | 30.41310000 | -84.55158000 |
| 31                 | LCLJ3051984334 | Jackson Heights Creek                | 30.51954558 | -84.33498342 |
| 26                 | LCLJ3050684284 | Lexington Trib @ Timberlane Rd       | 30.50670844 | -84.28409708 |
| 32                 | LCLJ3048884302 | Meginnis Arm                         | 30.48656255 | -84.30146457 |
| NEDitchWeems4      | LCLL3045684222 | NE Ditch/Weems Rd                    | 30.45619940 | -84.22244700 |
| 12                 | LCLM3056484015 | Panther Creek @ old Magnolia Road    | 30.56457344 | -84.01589032 |
| ParkAveVioletTrib2 | LCLL3045384231 | Park Ave/Violet Trib                 | 30.45331990 | -84.23162300 |
| 5                  | LCPS3052684049 | Patty Sink Drain @ Veterans Memorial | 30.52588726 | 84.04892638  |
| 38                 | LCOC3043084529 | Polk Creek @ 20                      | 30.43021000 | -84.52945000 |
| St.Marks at 27     | LCSM3042084100 | St Marks River @ US 27               | 30.42053333 | -84.10055167 |
| 66                 | LCLI3066784256 | Tall Timbers Creek 1 @ 12            | 30.66715677 | -84.25557553 |
| 68                 | LCLI3066184225 | Tall Timbers Creek 3 @ 12            | 30.66115644 | -84.22561241 |
| 57                 | LCLL3043184118 | Unnamed Creek @ Chaires Road         | 30.43198000 | -84.11802000 |

# EXHIBIT B, TABLE 2

Table 2. Stations that require water chemistry (quarterly sampling)

| Nick Name       | Station_ID      | Station Description                            | Latitude    | Longitude     |
|-----------------|-----------------|--|-------------|---------------|
| 1               | LCLL3046384171  | Lower Lake Lafayette, Alford Arm @ Bucklake    | 30.46355000 | -84.171090000 |
| OCHat90         | LCOC3047384407  | Ochlocknee River @ 90                          | 30.47329793 | -84.407138788 |
| 100             | LCOC3066984305  | Ochlocknee River @ Fairbanks Fairy             | 30.66921000 | -84.305710000 |
| 22              | LCLI3057984238  | Unnamed Stream @ Bannerman Rd                  | 30.57949000 | -84.238290000 |
| 20              | LCLI3060384181  | Unnamed Creek Thomasville Hwy North Bound Lane | 30.60331343 | -84.181128290 |
| 54              | LCSM3028584149  | St. Marks @ Natural Bridge Rd North Side       | 30.28529000 | -84.149750000 |
| 61              | LCLL3042084133  | Unnamed Creek 2 @ 27 West                      | 30.42062000 | -84.133130000 |
| 63              | LCLL3042184165  | Unnamed Creek 3 @ 27 West                      | 30.42173000 | -84.165525000 |
| 65              | LCLL3042984203  | Unnamed Creek 5 @ 27 West                      | 30.42913000 | -84.203890000 |
| LafayetteCreek3 | LCLL3048484210  | Lafayette Crk at RR                            | 30.44835000 | -84.210270000 |
| T02             | LCT023038584652 | Ochlocknee River @ 20                          | 30.38541    | -84.651860000 |
| 45              | LCNF3035584522  | Lost Creek @ 267                               | 30.35495000 | -84.52280000  |

31 34

## EXHIBIT B, TABLE 3

Table 3. Additional SCI (yearly) sampling for NPDES sites

| Nick | Station_ID     | Station Description                        | Latitude    | Longitude    |
|------|----------------|--|-------------|--------------|
| BC1  | LCBS3056184118 | Black Creek 1 @ Creek Ridge Circle         | 30.56174000 | -84.11837000 |
| BC2  | LCBS3052484109 | Black Creek 2 @ Miccosukee and McCracken   | 30.52401000 | -84.10912000 |
| BC3  | LCBS3050184080 | Black Creek 3 @ Baum Rd Bridge near CR0348 | 30.50117000 | -84.08091000 |
| BC4  | LCBS3047484057 | Black Creek 4 @ Capitola and Heartside     | 30.47425000 | -84.05784000 |
| GS1  | LCLM3047084370 | Gum Swamp Station 1 NW Passage Rd          | 30.47074000 | -84.37028000 |
| GS2  | LCLM3046284370 | Gum Swamp Station 2 nr Memphis Rd          | 30.46232000 | -84.37064000 |
| GS3  | LCLM3044784362 | Gum Swamp Station 3 on Gum Road            | 30.44794000 | -84.36229000 |
| GS4  | LCLM3044584353 | Gum Swamp Station 4 below Dam at Gum Swamp | 30.44508000 | -84.35310000 |
| MS1  | LCLM3037584313 | Munson Slough 1 above Lake Munson          | 30.37522000 | -84.31391000 |
| MS2  | LCLM3036484301 | Munson Slough 2 below dam                  | 30.36396000 | -84.30181000 |
| MS3  | LCLM3034884301 | Munson Slough 3 Gas Pipeline Road          | 30.34843000 | -84.30175000 |
| MS4  | LCLM3034484302 | Munson Slough 4 on forest rd 30031         | 30.34443000 | -84.30246000 |



## EXHIBIT B, TABLE 4

Table 4. Stations that require water chemistry and TSI (monthly), vegetation survey (quarterly), and sediment sampling (yearly)

| Name | Station_ID      | Station Description           | Lat      | Long      |
|------|-----------------|-------------------------------|----------|-----------|
| IA1  | LCLI13061884293 | Lake Iamonia 1                | 30.61839 | -84.29347 |
| IA2  | LCLI23062784268 | Lake Iamonia 2                | 30.62741 | -84.26822 |
| IA3  | LCLI33063284255 | Lake Iamonia 3                | 30.63215 | -84.25542 |
| IA4  | LCLI43064484243 | Lake Iamonia 4                | 30.64396 | -84.24348 |
| IA5  | LCLI53062984226 | Lake Iamonia 5                | 30.62902 | -84.22593 |
| IA6  | LCLI63064284208 | Lake Iamonia 6                | 30.64189 | -84.20776 |
| IA7  | LCLI73063584189 | Lake Iamonia 7                | 30.63539 | -84.18894 |
| J03  | LCLJ33050684310 | Lake Jackson South            | 30.50623 | -84.30950 |
| J05  | LCLJ53051384296 | Lake Jackson South East       | 30.51328 | -84.29636 |
| J08  | LCLJ83051384307 | Lake Jackson Mid South        | 30.51268 | -84.30665 |
| J10  | LCLJ13053384321 | Lake Jackson North            | 30.53298 | -84.32135 |
| J13  | LCLJ33052684343 | Lake Jackson South West       | 30.52625 | -84.34302 |
| J16  | LCLJ63053784341 | Lake Jackson Mid Lake West    | 30.53731 | -84.34069 |
| L02  | LCUL3045584203  | Lafayette Sinkhole            | 30.45458 | -84.20257 |
| L15  | LCL13043484173  | Windham Hills                 | 30.43373 | -84.17257 |
| L20  | LCL203043184153 | Landfill                      | 30.43064 | -84.15349 |
| L21  | LCL213043484139 | Chairs                        | 30.43364 | -84.13937 |
| L22  | LCL223042484133 | Talquin STP                   | 30.42435 | -84.13331 |
| L26  | LCL263044384148 | Lower Alford's Arm            | 30.44310 | -84.14837 |
| L27  | LCL273045084160 | Mid Alford's Arm              | 30.45016 | -84.15969 |
| MB1  | LCMB13055884229 | McBride South                 | 30.55813 | -84.22926 |
| MB3  | LCMB33056384232 | McBride Mid                   | 30.56285 | -84.23233 |
| MB6  | LCMB63056384240 | McBride West                  | 30.56308 | -84.23991 |
| MI1  | LCMI13060784000 | Lake Miccosukee near Sinkhole | 30.60693 | -83.99965 |
| MU1  | LCMU13037584309 | Lake Munson North             | 30.37523 | -84.30943 |
| MU3  | LCMU33037184311 | Lake Munson West              | 30.37139 | -84.31127 |
| MU5  | LCMU53036684308 | Lake Munson South             | 30.36634 | -84.30818 |
| T0B  | LCT0B3040284630 | Talquin 1                     | 30.40225 | -84.63026 |
| T0L  | LCT0L3042284573 | Talquin 2                     | 30.42200 | -84.57344 |
| T0W  | LCT0W3045084521 | Talquin 3                     | 30.44976 | -84.52079 |
| T0C  | LCT0C3045884492 | Talquin 4                     | 30.45812 | -84.49211 |
| LW1  | LCLW13037384140 | Lake Weeks                    | 30.37273 | -84.14001 |
| CA1  | LCCA13057984291 | Carr Lake                     | 30.57893 | -84.29111 |

**EXHIBIT C**  
**Summary of Services to Be Provided and Unit Costs**

**Lake Sampling at 33 Stations:**

- L1: Water chemistry (16 monthly events) at \$879/station-event
- L2: Aquatic vegetation (5 quarterly events) at \$138/station-event
- L3: Sediments (1 annual event) at \$687/station-event

**Tributary monitoring at 18 stations:**

- T1: Water chemistry (5 quarterly events) at \$798/station-event
- T2: Stream Condition Indices (1 annual event) at \$2,447/station-event

**NPDES supplemental monitoring at 12 tributary stations:**

- T1: Water chemistry (5 quarterly events) at \$798/station-event
- T2: Stream Condition Indices (1 annual event) at \$2,447/station-event

The unit costs combine field sampling, laboratory analysis, QA/QC, data processing and management, reporting, project management, etc., including labor and equipment. Mobilization is a separate up-front cost, as specified below.

**Mobilizations Costs = \$60,022 (lump sum)**

**Lakes WQ = 33 sta. \* 16 events \* L1 = \$464,112**

**Lakes AV = 33 sta. \* 5 events \* L2 = \$22,770**

**Lakes Sed. = 33 sta. \* 1 event \* L3 = \$22,671**

**Tribs WQ = 30 sta. \* 5 events \* T1 = \$119,700**

**Tribs SCI = 30 sta. \* 1 event \* T2 = \$73,410**

**Sub-Total (unit costs applied across program) = \$702,663**

**Grand Total (mobilization + program) = \$762,685**